

Offer Submission Package

SOLICITATION SP0600-99-B-8000

THIS SOLICITATION COVERS THE PERIOD: JULY 1, 1999 - JUNE 30, 2002

INSTRUCTIONS:

1. The original and one copy of the completed package must be returned to:.

**ATTN: Bid Custodian, Room 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222**

All documents to be completed and returned are included in this certification package:

- X Standard Form 1449, Solicitation/Contract/Order for Commercial Items
- X All applicable fill-in clauses
- X Price Data Sheets for submission of bid prices:
- X DESC Form 2.16, FOB Destination Bids (Small Disadvantaged Businesses Only)
- X DESC Form 2.18, FOB Destination Bids
- X DESC form 2.20, Set-Aside Bids

2. Be sure to proofread all prices for accuracy and legibility prior to submission. Initial all changes, and sign the date the SF 1449 and Price Data Sheets in ink. All prices must be in dollars per gallon (i.e. \$.5000); NO PRICE DIFFERENTIALS. OFFER ONE PRICE PER LINE ITEM WHICH WILL ESCALATE/DEESCALATE WITH THE NAMED INDEX.

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-99-0251/0252		PAGE 1 OF 178		
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-B-8000		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERYL CREASON (703)-767-9551			b. TELEPHONE NUMBER (no collect calls) See Block 7A FAX: (703)-767-8506		8. OFFER DUE DATE/LOCAL TIME MAR 16, 1999 2:00 PM Fort Belvoir, VA	
9. ISSUED BY CODE SC0600 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Cheryl Creason/DESC-PLC Phone: (703) 767-9551				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		
				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS		
				13b. RATING				
				14. METHOD OF SOLICITATION RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO CODE				16. ADMINISTERED BY CODE				
SEE SCHEDULE				SEE BLOCK 9				
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE				
				SEE CLAUSES G150.06, G150.11				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> DUNS NO: _____ TELEPHONE NO. _____ FAX NO: _____				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		The Schedule is shown on the SF1449 Continuation Sheets (Attach additional Sheets as Necessary)				23. UNIT PRICE		
						24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER				26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40. PAID BY				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION

 STANDARD FORM 1449
 Prescribed by GSAR (48 CFR) 53.212

C16.69 SPECIFICATIONS (DESC SEPT 1998)

Fill out the following if applicable. For full text of clause see Page 211 of Solicitation.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR parts 266 and 279, or state/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to - -

ATTN: DESC-IT, ROOM 2834
 DEFENSE ENERGY SUPPORT CENTER
 8725 John J. Kingman Rd., Suite 4950
 Fort Belvoir Va 22060-6222

Offeror's EPA Identification Number: _____

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour:

_____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

Note: Although DFAS paid items will be paid via EFT, request the clause below still be completed in the eventuality of a situation requiring manual **payment**.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

CONTINUED ON NEXT

(DO NOT EXCEED 153 CHARACTERS)

NOTE: All financial institutions must be located in the US and be an ACH member**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE
(DESC OCT 1997)**

(a) This clause does not apply to orders for Federal Civilian Agency deliveries.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22☐ SAVINGS TYPE 32RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)**NOTE:** Additional information may be entered in EITHER paragraph (c) OR paragraph (d) below. Total space available for information entered in (c) OR (d) is 153 characters.**(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

(DO NOT EXCEED 153 CHARACTERS)

OR

I240 (CONT'D)

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) EVALUATION ADJUSTMENT.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) WAIVER OF EVALUATION ADJUSTMENT. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) AGREEMENTS.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23)

**K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC MAY 1997)
SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.**

(a) The representation in (b) below concerning the offeror's manufacturing source applies to small business set-aside line items and SDB evaluation preference line items only. To be eligible for either of these, the representation must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. Failure to hereby so state below and failure to submit same with the offeror may render the offer ineligible for award in either of these types of programs.

(b) The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (DEVIATION) (ALT III)
(OCT 1998/JAN 1999)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(ii) **CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR

501(a).

K1.01-10 (CONT'D)**(iii) COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name_____

TIN_____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a small business concern.

(2) SMALL DISADVANTAGED BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) WOMEN-OWNED SMALL BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) WOMEN-OWNED BUSINESS CONCERN. The offeror represents that it -

☐ is

☐ is not

a woman owned business concern.

(5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it--

☐ is

☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows:

K1.01-10 (CONT'D)

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES

- ☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

AVERAGE ANNUAL GROSS
REVENUES

- ☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(8) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that--

(i) It--

- ☐ is
☐ is not

K1.01-10 (CONT'D)

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representations in paragraph (c)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:)**

_____	_____
_____	_____
_____	_____
_____	_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

K1.01-10 (CONT'D)

(ii) It--

[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** **(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** **(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

K1.01-10 (CONT'D)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

(2) [] Have or

[] Have not,

K1.01-10 (CONT'D)

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alt III)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT II) (OCT 1998/JAN 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 5172/2911.

(2) The small business size standard is 500/1500.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) **REPRESENTATIONS.**

(1) The offeror represents as part of its offer that it--

☐ is,

☐ is not

a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in subparagraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is,

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is,

☐ is not

a women-owned small business concern.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

(i) It--

☐ is

☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

K1.01-11 (CONT'D)

(ii) It--

[] is

[] is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:)**

_____	_____
_____	_____
_____	_____
_____	_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) DEFINITIONS.

(1) **Small business concern**, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(2) **Woman-owned small business concern**, as used in this provision, means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alt II)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**(a) DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

Trading Partner Agreement (TPA) means the legal document wherein the trading partners agree to the electronic exchange of documents.

K5 (CONT'D)

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

K5 (CONT'D)

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

☐ YES

☐ NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

☐ YES

☐ NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT
(DOMESTIC PC&S) (DESC JUN 1997)**

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

**F.O.B.
DESTINATION**

DATA SHEET

SP0600-99-B-8000

FOR THE EVALUATION PREFERENCE

To be completed by SDBs only
and in accordance with Clause I174.01.
(For DoD Items Only)

IMPORTANT: All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the bid ineligible for the evaluation preference.

COMPANY NAME:	BASE REFERENCE DATE (SEE CLAUSE B19.19): FEB 22, 1999
---------------	--

BIDDER CODE:	CAGE CODE:	AUTHORIZED SIGNATURE:
--------------	------------	-----------------------

- ° Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ° Bid prices should include the amounts covered under the Superfund Amendments and Reauthorization Act (SARA).
- ° Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- ° Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

******* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. *******

ITEM NO.	BID PRICE (\$ PER GAL) (SEE CL L44)	DISCOUNT % PER CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DESC Form 2.16 (For Domestic IFBs)
Jan 93. Supersedes May 91 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

**F.O.B.
ORIGIN****DATA SHEET**

SP0600-99-B-8000

FOR THE EVALUATION PREFERENCE

To be completed by SDBs only
and in accordance with Clause I174.01.
(For DoD Items Only)

IMPORTANT: All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the bid ineligible for the evaluation preference.

COMPANY NAME:	BASE REFERENCE DATE (SEE CLAUSE B19.19): FEB 22, 1999
---------------	--

BIDDER CODE:	CAGE CODE:	AUTHORIZED SIGNATURE:
--------------	------------	-----------------------

° Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).

° Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.

° Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

******* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. *******

ITEM NO.	LOCATION OF PICK-UP BY GOV'T (FOB ORIGIN PT) CITY/STATE	BID PRICE (\$ PER GAL) (SEE CL L44)	DISCOUNT % PER CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DESC Form 2.17 (For Domestic IFBs)

Feb 93. Supersedes Jan 93 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

DATA SHEET FOR OFFERING ON THE
SET-ASIDE ITEMS LISTED IN CLAUSE B18

SP0600-99-B-8000

IMPORTANT: All the small businesses that wish to be considered for award of any set-aside item must provide the following information with the offer. Failure to do so may result in the firm being ineligible for the set-aside portion of the solicitation. See Clause I174.

COMPANY NAME:	AUTHORIZED SIGNATURE:
---------------	-----------------------

BIDDER CODE:	CAGE CODE:
--------------	------------

NOTE: Your offer price on the non-set-aside portion will apply to the set-aside quantities.

******* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. *******

SET-ASIDE ITEM NO.	DELIVERY LOCATION	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DESC Form 2.20 (For IFBs/RFPs)
Jan 93. Supersedes May 91 version.

SB SET-ASIDE ITEMS ONLY